

## **EXHIBIT F**

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## NOTICE TO CEASE AND DESIST

February 22, 2019

**FROM:**

**HIGH SCHOOL SERVIÇOS EDUCACIONAIS LTDA.**  
Rua do Vintém, 60  
Centro, Vitória - ES  
Brazil, 29015-380

**Hereinafter referred to as "HSE" or "Notifying Party"**

**VIA EMAIL TO:**

**Kathryn Chval, Dean**  
UNIVERSITY OF MISSOURI-COLLEGE OF EDUCATION  
118 Hill Hall, Columbia MO 65211  
[educationdean@missouri.edu](mailto:educationdean@missouri.edu), [chvalkb@missouri.edu](mailto:chvalkb@missouri.edu)

**Zac March, Executive Director of Mizzou K-12**

UNIVERSITY OF MISSOURI-COLLEGE OF EDUCATION  
301 Clark Hall, Columbia, MO 65211  
[marchz@missouri.edu](mailto:marchz@missouri.edu)

**Hereinafter collectively referred to as "Notified Party"**

**SUBJECT:** Request to Cease and Desist Unlawful Competition

**HIGH SCHOOL SERVIÇOS EDUCACIONAIS LTDA.**, legal entity of private law, registered in the Brazilian National Registry of Legal Entities (CNPJ, *Cadastro Nacional de Pessoa Jurídica*) under the number 10.479.375/0001-30, are hereby represented by the shareholders **LUCIANO MACHADO COUTO** and **MARIA ISABEL MORANDI DE MORAES** and through their lawyers undersigned (Letter of Attorney attached), and hereinafter referred to as "Notifying

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Party". For the purpose of preserving rights, this letter serves as a demand the Notified Party to immediately cease and desist the practices constituting unlawful competition, under the terms of the Brazilian Civil Code (*Código Civil Brasileiro*), as follows:

## I - STATEMENT OF FACTS

1. First, it should be noted that the Notifying Party has been engaging in the Brazilian educational market for over 18 (eighteen) years. It owns the consolidated trademark, it has provided High School educational services in collaboration with other U.S. entities, and has never compromised its corporate identity.
2. The business partnerships established with several schools in Brazil, during 18 years of operation, demonstrate the ability to deal with the market and expand services, showing evidence of the ethical, contemporary, and professional management that reflects the commitment of HSE with quality educational services.
3. In order to remain faithful to the partner schools, the students and the market, and maintain its social responsibility due to the nature of the services provided, the Notifying Party is the holder of registration and application with the National Institute of Industrial Property (*INPI, Instituto Nacional da Propriedade Industrial*) of the following mixed service brand: HSE (HIGH SCHOOL SERVIÇOS EDUCACIONAIS LTDA), under process number 914713302.
4. It occurs that the Notified Party has sent:
  - a. an email to the HSE partner schools in Brazil with the subject "Mizzou For You in 2020," containing attachments in Portuguese and in English, signed by Zac March (John Zachary March), executive director of Mizzou K-12, on 02/14/2019;
  - b. an email to the HSE partner schools in Brazil with the subject "Moving Forward with Mizzou K12 in 2020 Meeting Announcement," containing texts in Portuguese and English, signed by Zac March (John Zachary March), executive director of Mizzou K-12, on 02/15/2019; and
  - c. an email to the HSE partner schools in Brazil with the subject "Mizzou Meeting Announcement Changes," signed by Zac March (John Zachary March), executive director of Mizzou K-12, on 02/19/2019.

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5. Such communications surprised the Notifying Party with regards to the sudden and unexpected contractual termination initiated by the Notified Party.
6. These communications not only provided information regarding the unilateral termination of the partnership, but inappropriately exposed the Notifying Party in relation to its partner schools obtained through the work of HSE for over 18 years in Brazil, long before the agreement between the Notifying and the Notified Parties, signed in 2015.
7. Such communications also inform the apparent intent of the Notified Party to approach HSE partner schools in a clear and public attitude of Unlawful Competition.
8. These communications surprised the Notifying Party's clientele.
9. Therefore, the contents of these communications certainly bewildered the HSE partner schools, and allowed the Notified Party to benefit from the excellent reputation of the Notifying Party, built along years of investment, dedication, hard work, brand building, training of staff, among other factors that have made and continues to make HSE a distinct educational services provider in the market.
10. Consequently, the conduct of the Notified Party shall not be carried forward and will not be accepted by the Notifying Party.

From the foregoing, the Notifying Party, in the exercise of its lawful right and for preventive and repressive purposes, contests a series of acts committed by the Notified Party, who practices acts of Unlawful Competition and causes serious and irreparable damages to HSE, in clear inappropriate and abusive actions.

## II – LEGAL BASIS UNDER THE BRAZILIAN LAW

The Notifying Party is protected by law and by the Constitution of the Federative Republic of Brazil (*Constituição da República Federativa do Brasil*), being a past holder of trademarks, services provision, and business partnerships with the partner schools and, in this respect, the Industrial Property Law (*Lei de Propriedade Industrial, Law 9.279 of 1996*) confers it the exclusive right to act in national territory, as well as the legitimacy to protect its reputation.

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Article 195 of Brazilian Law 9.279/96 provides that:

Art. 195 - Commits a crime of unlawful competition whom: III - employs fraudulent means, to divert clientele of others for own benefit or for the benefit of others; IV - uses or imitates the expression or signs of propaganda of others, in order to create confusion between products or establishments.

In this way, any actions of the Notified Party to address, contact or approach our clientele, through electronic messages, virtual and/or face-to-face meetings, or any other forms of contact cannot subsist.

The purpose of such notification is therefore to warn, challenge, and request the immediate cease and desist of the practice of Unlawful Competition carried out by the Notified Party. Furthermore, it is noted that, in addition to the unlawful act described above, the practice of Unlawful Competition is a criminal offense defined in the Brazil Law 9.279 of 1996.

In addition, the Notified Party had unequivocal knowledge of the entire contents of the Memorandum of Understanding & License Agreement (MOU), signed in May 26, 2015, that during the term or renewal of the MOU, neither party could compete with one another in Brazil (non-compete clause) without the written consent of the other party.

It should be noted that there was never consent from the Notifying Party that the Notified Party would be authorized to approach HSE's partner schools, in clear attitude of Unlawful Competition.

In this regard, it is noted that the Notifying Party has always acted with integrity in negotiations with the Notified Party. For all legal purposes, the Notifying Party rejects any illegal practice which may seeks to discredit HSE against its clientele of partner schools build over the years, and any acts of competition that are contrary to honest commercial practices. In particular, the unlawful badgering of the Notifying Party's clientele shall cease.

According to Fábio Ulhoa Coelho<sup>1</sup>, "the exclusivity clause of zone – or territoriality – prevents the distributed from marketing their product in the market where the distributor operates [...]" .

In addition, the Notified Party is also aware of the exclusivity clause that has always existed in the relationship between the parties. This exclusivity clause has been violated in the face of the unlawful acts of Unlawful Competition practiced by the Notified Party, which are vehemently challenged by the Notifying Party.

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<sup>1</sup> Coelho, Fábio Ulhoa. Curso de Direito Comercial, volume 3: direito de empresa. 11. ed. São Paulo: Saraiva, 2010. p. 98.

### III - DEMANDS

Hence, the Notifier demands:

1. That the Notified Party immediately ceases and desists to approach the Notifying Party's clientele, by means of electronic messages, virtual and/or in-person meetings, or any other form of direct or indirect communication;
2. That the Notified Party ceases and desists, under any form or pretext, to publicize any materials related to the services performed by HSE in the Brazilian market, by any mean, tangible or intangible;
3. That the Notified Party sends to the undersigned attorneys the proof, in writing, within the unpostponable term of 48 (forty-eight) hours, of the retraction of the improper and defamatory information, which compromised HSE to its clientele;
4. That the Notified Party sends to the undersigned attorneys the proof, in writing, within the unpostponable term of 48 (forty-eight) hours, of the measures taken of immediate suspension of the practice of Unlawful Competition above described; and
5. The non-compliance by the Notified Party of items 1 through 4 will implicate in the taking of administrative and civil judicial measures, without harm, of the charging for losses and damages by the Notifying Party.

Starting today, we ask that any communication from the Notified Party to the Notifying Party be made in writing through the Notifying Party's attorneys, in the physical and/or electronic addresses informed below.

Vitória-ES, Brazil, February 22, 2019.

BRUNA LYRA DUQUE, OAB/ES 9.543

DANILO RIBEIRO SILVA DOS SANTOS, OAB/ES 19.905

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**ATTACHED DOCUMENTS**

1. Letter of Attorney.
2. E-mail "Mizzou for you in 2020".
3. E-mail "Moving forward with Mizzou k-12 in 2020 - Meeting Announcement".
4. E-mail "Mizzou Meeting Announcement Changes".
5. MOU with certified translation to Portuguese.

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